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#### Contract Database Metadata Elements

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**AGREEMENT BETWEEN**

**THE**

**COUNTY OF ORLEANS**

**AND**

**THE ORLEANS COUNTY DEPUTY**  
**SHERIFF'S ASSOCIATION**

**2000 - 2002**



THE EMPLOYMENT RELATIONS BOARD  
RECEIVED

DEC 18 2000

CONCILIATION

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## **ARTICLE 1 RECOGNITION**

**Section 1.1:** The Employer recognizes the Union as the sole and exclusive representative of those employees employed on a permanent full time basis by the Sheriff's Department of the County of Orleans for the purpose of collective bargaining with regard to the establishment of salaries, wages, hours of work and other terms and conditions of employment and the administration of grievances for the term of the contract. For the purpose of this Contract, an "employee" or the "employees" in titles as set forth in Appendix A of this contract, or as determined by either mutual agreement of the parties of the Public Employment Relations Board from time to time be created.

## **ARTICLE 2 UNION SECURITY**

### **SECTION 2.1 MANAGEMENT RIGHTS**

**Section 2.1:** The union recognizes that all of the functions, rights, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted or modified by this Agreement are, and shall remain, exclusively those of the Employer.

### **SECTION 2.2 PLEDGE AGAINST COERCION**

**Section 2.2.1:** The Employer agrees not to interfere with the rights of the employees to become members of the Union and that there will be no discrimination, interference, restraint or coercion practiced by the Employer or an Employer representative against any employee because of his Union membership, or because of such employee's activity in any official capacity on behalf of the Union.

### **SECTION 2.3 AID TO OTHER UNIONS**

**Section 2.3.1:** The employer agrees there will be no aid, promotion or financing of any other labor union regarding this bargaining unit.

**Section 2.3.2:** The Employers understands that the Union has the exclusive right of dues deduction and agrees to deduct such Union membership dues in accordance with the amount certified by the Union, in writing, from the pay of those members who have executed such payroll deduction authorization on forms provided by the Union.

**Section 2.3.3:** The Employer understands that the Union has the exclusive right of payroll deduction of premiums for all Union sponsored insurance programs and also agrees to make a separate deduction for such insurance programs which are currently available or will become available to Union members. The Employer will maintain such deductions in accordance with the terms and conditions appearing on the appropriate authorization form provided by the Union or appropriate agency approved by the Union.

**Section 2.3.4:** Payroll deductions of Union dues and Union sponsored insurance programs required or authorized by the employees shall become effective at the date that the appropriate form, if any, designates, or, if none, when it is signed by the employee and presented to the Sheriff or his designee. All deductions shall commence no later than the beginning of the next payroll period.

**Section 2.3.5:** All Union dues deductions and all insurance deductions shall be remitted separately each payroll period together with a list of names of those employees from whom such deductions have been made to:

Orleans County Deputy Sheriff's Association  
Post Office Box 301  
Albion, New York 14411

**Section 2.3.6:** Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer. Implementation of any such changes shall be accomplished by the next full payroll period.

#### **SECTION 2.4 NOTIFICATION OF NEW EMPLOYEES**

**Section 2.4.1:** The Employer agrees to submit to the local union each month a list of any new employees hired in the bargaining unit, their home address, title and status of their employment as to whether they are temporary, seasonal, federally funded or permanent.

#### **SECTION 2.5 ACCESS TO PREMISES**

**Section 2.5.1:** The Employer agrees to permit representatives of the Orleans County Deputy Sheriff's Association, on an exclusive basis, to enter the premises of the Employers upon reasonable notice and observing security regulations for the discussion of working conditions, explanation of the Union membership, and programs with employees, and communicating with other officers and stewards of the Union, where it does not interfere with the efficient and safe operation of the Employer's premises and operation.

#### **SECTION 2.6 BULLETIN BOARDS**

**Section 2.6.1:** The Employer agrees to provide one (1) 3'X 4' bulletin board for the exclusive use of the Union to post notices and other Union information not detrimental to any Country official or relating to political campaign material.

#### **SECTION 2.7 PRINTING AND DISTRIBUTION OF AGREEMENT AND UNION MATERIAL**

**Section 2.7.1:** The Employer agrees to provide sufficient copies of this Contract in letter form to the Union and to all present employees in the bargaining unit, the full cost which will be borne by the Employer. The Employer shall also provide copies of this agreement to all new employees as they are hired.

## **SECTION 2.8 UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

**Section 2.8.1:** The Employer agrees that during working hours, and for reasonable periods of time, so as to not interfere with the employee's enforcement duties on the premises of the Employer, employees designated as Union representatives and whose names have been submitted to the Sheriff in writing by the Union, shall be permitted to engage in the following activities without loss of time or pay:

--transmit communications authorized by the Union or its officers to the Employers or his representatives;

--consult with the Employer, his representatives, Union officers or other Union representatives concerning the enforcement of any provisions of this contract.

**Section 2.8.2:** Nothing in this Section shall be constructed to be a limitation upon any lawful and other legitimate Union activity during non-work hours.

## **SECTION 2.9 CONTRACT NEGOTIATIONS**

**Section 2.9.1:** The Union Negotiating Team shall consist of a maximum of five (5) members of the bargaining unit. The employer will give time off with no loss of time or pay for three (3) employee members of the local union contract negotiating committee. During prolonged negotiation sessions, special consideration will be given to employees who must immediately report to work.

## **SECTION 2.10 TIME OFF FOR UNION ACTIVITY**

**Section 2.10.1:** The Employer agrees to permit the members of the Union who are elected or designated to attend any conversation Orleans County Deputy Sheriff's Association to attend such functions without loss of time or pay, provided that a request for such release is made by the Union to the Sheriff no less than five (5) work days prior to the date that the function is scheduled. The maximum number of released hours pursuant to this subsection shall be forty-eight (48) man hours.

**Section 2.10.2:** The president of the Union or his designee shall be granted time off with the approval of the Sheriff to carry out the functions of his office, without loss of time or pay.

## **SECTION 2.11 JOINT LABOR RELATIONS COMMITTEE**

**Section 2.11.1:** To facilitate communications between the parties and to promote a climate conducive to constructive employee relations, a joint labor relations committee shall be established to discuss problems of mutual concern such as safety, training and conditions of employment. The union members of the Committee shall consist of the Union President and two bargaining unit employees selected by the President. The Management members of the Committee shall consist of the Sheriff, a non-bargaining person selected by the Sheriff and the Chairman of the Legislature or his designee. Committee meetings shall be held upon the request of either party. The time, date and location for such meetings shall be made in advance, with an agenda being submitted at least one (1) week prior to the mutually agreed upon date. The meeting shall be held at

reasonable hours mutually agreed upon by the parties. Employee committee members acting on behalf of the Union shall suffer no loss of time or pay as a result of attending such meetings during their regular work hours.

**Section 2.11.2:** Labor Relations committee meetings shall be held in good faith. While this committee shall have no power to contravene any provisions of this Contract, the parties, upon mutual agreement, may issue letters of understanding. Any disagreements growing out of the implementation of letters of understanding, or violations thereof, shall be subject to the grievance procedure.

### **ARTICLE 3**

#### **CIVIL SERVICE LAW**

It is hereby understood and agreed that this Agreement and each and every part thereof, is subject to the provisions of New York State Civil Service Law and any rules, regulations, provision, ordinances, resolutions, or actions of any kind or nature of this State or Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law"), and shall be constructed and enforced only to the extent allowable and within the limits of the law as if such law were a specific amendment to this Agreement. The application of the law to this Agreement which result in any change shall in no way give rise to any right by either party to negotiate any part or all of this Agreement.

### **GRIEVANCE AND ARBITRATION**

#### **SECTION 3.1 GENERAL**

**Section 3.1.1:** It is the intent of this Article to provide and orderly and expeditious procedure for the processing and settlement of all grievances of employees and disputes between the Union and the Employer. It is agreed, therefore, that should any grievance or dispute occur over health and safety matters, or the meaning, application and interpretation of this Contract, the grievance and arbitration procedure set forth in the appropriate Sections of this Article shall be the only manner by which such grievances or disputes may be settled.

**Section 3.1.2:** The Union, only, may submit grievances pursuant to the grievance and arbitration process. Where a grievance is applicable to one employee only, the aggrieved employee may, with or without the Union's approval, withdraw the grievance at any step in the grievance and arbitration process.

#### **SECTION 3.2 MATTERS RELEVANT TO THE GRIEVANCE PROCEDURE**

**Section 3.2.1:** The time limits set forth in this Article shall be strictly adhered to; however, they may be extended by mutual agreement of the parties in writing.

#### **SECTION 3.3 UNION STEWARDS**

**Section 3.3.1:** Employees selected by the union to act as Union representatives shall be known as "Stewards". There shall be a maximum of three (3) stewards. The

names of employees selected as stewards and the names of other Union officers and representatives who may also represent employees shall be certified in writing to the Sheriff by the local union. Such Union stewards shall have the right to investigate grievances for reasonable periods during the regular working hours without loss of time or pay; however, such employees must receive approval from the Sheriff or his designee prior to leaving their work assignment. Such approval shall not be unreasonably withheld.

#### **SECTION 3.4 RIGHTS OF THE PARTIES**

**Section 3.4.1:** Either party shall have access upon request to any written statements or records which will be presented as evidence by the other party at any hearing provided by this Contract in advance of the date of such hearing. In the event either party does not have sufficient time to review such evidence, the hearing shall be adjourned to a later date at the request of either party.

**Section 3.4.2:** Aggrieved employees, the Union President or his designee, and necessary employee witnesses shall not suffer any loss of time or pay, or be required to charge leave credits as the result of attending hearings during the regular working hours, and any other proceedings that has to do with the administration of this Contract during such employees' regular working hours shall be considered as time worked for all purposes.

**Section 3.4.3:** Employees shall not be coerced, intimidated or suffer any reprisal exercising their rights guaranteed by this Contract.

**Section 3.4.4:** No recording devices or stenographic record of any kind shall be used during any disciplinary proceeding unless the use of such device is agreed upon by all parties and each party receives a copy of the tape or record.

**Section 3.4.5:** Staff representatives of the Union may participate at any step of the grievance procedure.

**Step I:** The grievant and a union representative shall meet with the grievant's immediate supervisor within ten (10) days of the grievance occurrence, date and the employee received knowledge, or date he should have known of the grievance occurrence.

**Step II:** In the event the issue was not resolved with Step I, the president or other representative of the Union shall reduce the matter in writing on a form provided by the Union, setting forth the facts of the grievance and the remedy sought, and submit the grievance to the Sheriff with a copy to the Chairman of the County Legislature within ten (10) days of the meeting with the immediate supervisor. The Sheriff shall respond in writing within fifteen (15) days of receipt of the grievance.

**Step III:** If the Union is not satisfied with the decision at Step I or Step II, and no decision is forthcoming, it may, within fifteen (15) days of the Step II decision or the date

the decision was due, refer the matter to the Chairman of the Legislature or his designee who shall schedule a meeting within (15) days to discuss possible resolution of the grievance.

**STEP IV:** If the Grievance is not resolved as a result of this meeting, the Union may, within 15 days of such meeting, or the date the meeting should have been held, refer to the matter set forth in Section 3.5.

### **SECTION 3.5 ARBITRATION PROCEDURE**

**Section 3.5.1:** In the event that the Union is not satisfied with the Employer's answer or decision at Step III and it desires to submit the unresolved grievance to arbitration, the Union shall make such request on the appropriate form to the New York State Public Employee Relation Board, with a copy of such request being sent by certified mail to the sheriff. The selection of the Arbitrator, who will make the final determination of the Grievance, shall be made by the parties from a list submitted by the New York State Public Employee Relation Board in accordance with its own rules of procedure. The Arbitrator's decision shall be final and he shall not have the power to amend, modify or delete any provision of this Contract.

**Section 3.5.2:** All expenses relating to the arbitration shall be shared equally by the parties.

## **ARTICLE 4 DISCIPLINE**

### **SECTION 4.1 EXERCISE OF RIGHTS**

**Section 4.1.1:** It is understood and agreed that the only procedure for imposing disciplinary actions or measures against employees covered by this Contract shall be only as set forth in the following Section of this article.

**Section 4.1.2:** Disciplinary actions or measures shall include only written reprimands, loss of accruals, suspensions not to exceed sixty (60) days, demotions or dismissals except that any combination may be used for the penalty. The Sheriff shall have the right to counsel employees, except that in the case the counseling is reduced to writing a copy of such shall be given to the employee, and simultaneously placed in the employee's personnel file, and the employee shall have the right to place a response of reasonable length as rebuttal in his folder.

**Section 4.1.3:** A disciplinary action, including demotion, may be imposed upon an employee only for just cause. In any case where a disciplinary action or measure is proposed against or imposed upon an employee, the Employer shall notify the employee and the Union President in writing of the specific reason for such disciplinary action. The written notification shall contain a detailed description of the charges, which shall also include dates, times, and places. The notification shall also indicate that only one copy has been sent to the local Union President. Notification shall be sent to the Union at the



same time the notice is sent to the employee, or if hand delivered to the employee, within twenty-four (24) hours of the time that the notice is given to the employee.

**Section 4.1.4:** It is understood and agreed that any employee covered by this Contract shall be entitled to Union representation at any stage of a disciplinary meeting, including any meeting or investigatory conference hearing where the outcome may result in a disciplinary action. Such employee shall be notified of his rights under this Section within a reasonable time prior to the date that such meeting or conference is to be held.

**Section 4.1.5:** An employee may be suspended without pay for a period not to exceed two days, provided previous Sections have been complied with. An employee alleging that the section was taken without just and sufficient cause, shall have full recourse under the disciplinary and appeal procedure of this Article.

**Section 4.1.6:** An employee may be suspended for a period greater than two days but no more than 30 days without pay prior to instituting an appeal under the appropriate section of this Article only if there is probable cause to believe that the continued presence of the employee on the job assignment represents an actual danger to other persons or property, or would interfere with the operations of the department. However, if such suspension is meted out, whether or not such suspension is a prelude to a proposed dismissal, prior to the implementation of the disciplinary grievance procedure of this article, such determination shall be reviewable by the arbitrator should the matter become the subject of an arbitration procedure in accordance with this Contract, except that an employee charged with any violations of controlled substances or crimes under the Penal Law and a deputy charged with any violations of controlled substances or crimes under the Penal Law or Vehicle and Traffic Law may be suspended pending the outcome of such charge (30-day limitation noted above should not apply). If the employee is not found guilty, such employee shall be reinstated with retroactive compensation at the appropriate rate. It is understood and agreed that in any case where employee is required to leave the premises of the Employer, the employee will be permitted to discuss the disciplinary action with his Union steward or other authorized representative(s) of the Union, upon request, and the employer will make an area available where he may do so for a reasonable period of time before he may be required to leave, unless immediate removal is necessary to insure the safety and security of the facility.

## **SECTION 4.2 DISCIPLINARY PROCEDURE AND APPEALS**

**Section 4.2.1:** Whenever the Employee believes there is sufficient cause for a disciplinary action to be proposed or imposed upon an employee, and notification is given that such action is pending or will be taken, the action may be appealed by the employee and be processed in accordance with the Grievance and Arbitration Procedures of this contract. Grievances pertaining to disciplinary matters shall start at Step III of the grievance and arbitration procedures. It is understood and agreed that burden of proof in any disciplinary proceeding shall rest with the employer.

**Section 4.2.2:** It is understood and agreed that any disciplinary grievance may be settled at any time following the service of a notification of discipline. The terms of any settlement proposed shall be reduced to writing. An employee offered such a settlement should be given a reasonable opportunity to consult with his Union representative, as well as to have him present at the time he executes such settlement. Both the employee and the Union representative shall be provided with copies of the settlement at the time such settlement is made.

**Section 4.2.3:** Except as provided for in Section 4.1.5 & 4.1.6 of this Contract, it is understood that any penalty proposed may not be implemented until the employee:

- (1) Fails to file a disciplinary grievance within six (6) calendar days of the service of notification of discipline, or
- (2) Having filed a grievance, fails to file a timely appeal to arbitration, or
- (3) Having appealed to arbitration, until and to the extent that it is upheld by an arbitrator.

**Section 4.2.4:** Arbitration under this Section shall follow the procedure under 3.5.1.

#### **SECTION 4.3 LIMITATIONS**

**Section 4.3.1:** No employee shall be brought up on charges or be disciplined for acts, which occurred more than ninety (90) calendar days prior to the service of such notification of discipline, except acts which would constitute a crime. An exemption to the above shall be where the Sheriff or Undersheriff has no knowledge of the circumstances that gave rise to the charges within the above ninety (90) day period. In such circumstances, an employee shall be brought up on charges within thirty (30) days of such knowledge, but in no event more than one year from the date of occurrence.

#### **SECTION 4.4 PERSONNEL RECORDS**

**Section 4.4.1:** The official personnel file for each employee shall be maintained by the County's Personnel Office. No material related to an employee's conduct, performance, character or personality, which is derogatory in nature shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read such material and does not indicate agreement with the contents. The employee shall receive a copy of such material upon request.

**Section 4.4.2:** An employee shall have an opportunity to review his personnel file in the presence of an appropriate county official of the department upon five (5) written notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

Any report of an adverse nature which is five (5) or more years old shall, upon written request of the employee, be removed from the personnel file and placed in a

sealed envelope, and may be opened only after reasonable notification to the employee, and only for purposes of defense, by either the employee or the County in a legal or administrative proceeding. The employee shall have the opportunity to be present at the time the sealed file is opened, which shall be stored in the County Personnel Office. Should the employee disagree with all or part of any such letter, he shall have the right to seek removal of any part or all of the letter by filing a grievance under the Grievance and Arbitration Procedure of this Contract.

## **ARTICLE 5 SENIORITY**

### **SECTION 5.1 DEFINITIONS**

**Section 5.1.1:** Seniority shall mean an employee's total length of continuous employment as a full time employee of the Sheriff's Department of the County of Orleans since his last date of hire, such being applicable to all benefits provided by this Contract, except as may otherwise be provided for below.

**Section 5.1.2:** Classification shall mean "the job title or job description for a particular job or position of employment as shall be established by the Civil Service Office pursuant to New York State and County Civil Service Law, Rules and Regulations.

**Section 5.1.3:** "Seniority and Classification" shall mean "an employee's total length of continuous employment from the date of his/her permanent full time appointment to that classification".

### **SECTION 5.2 PROBATIONARY EMPLOYEES**

**Section 5.2.1:** All new employees shall serve a probationary period of 26 weeks. Upon the satisfactory completion of the probationary period, such employee shall be notified in writing of such successful completion, and they shall be entered on this seniority list retroactive to their initial date of hire.

**Section 5.2.2:** Probationary employees shall have the right to Union representation for all purposes of this Agreement, excluding any claim by such employee that he is being dismissed without just cause.

### **SECTION 5.3 SENIORITY LISTS**

**Section 5.3.1:** The employer agrees to post and furnish the Union with an up-to-date seniority list showing the continuous service of each permanent employee once every year. The seniority list will show the names of such employees, their job classification, seniority date in classification, and their last date of hire.

### **SECTION 5.4 BREAKS IN CONTINUOUS SERVICES**

**Section 5.4.1:** For the purpose of seniority, an employee's continuous service record shall be broken only by a voluntary resignation, a dismissal that is not reserved

through the procedures set forth in this Agreement, failure to return to work when recalled from a layoff, and retirement; however, should an employee be rehired within six (6) months of his date of leaving service to work in any capacity of work that is normally performed by employees covered by this Agreement, then the break in continuous service shall be removed from his record, subtracting the period of non-service.

**Section 5.4.2:** An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability, any other paid approval leave of absence or unpaid approved sick leave, except as may otherwise be stated elsewhere in this Agreement.

## **ARTICLE 6 WORK FORCE CHANGES**

### **SECTION 6.1 JOB POSTINGS, PROMOTIONS AND EXAMINATIONS/**

**Section 6.1.1:** Job openings in competitive classifications will be filled in accordance with Civil Service Rules. For information purposes, the title of such openings will be posted in locations where County employees are represented by the Union on a weekly basis.

**Section 6.1.2:** Examination announcements for competitive classifications will be posted in all work locations in accordance with Civil Service rules and regulations.

**Section 6.1.3:** Job openings in non-competitive and labor classifications will be posted for seven working days in locations where County employees are represented by the Orleans County Deputy Sheriff's Association and shall show:

1. Job title
2. Rate of pay
3. Location of job assignment and general description of job duties

Ability, aptitude, and seniority are the factors to be considered in filling such positions. If two or more employees of equal qualifications apply, seniority will be the determining factor.

Any bargaining unit employee may apply for such positions during the posting period. If no qualified full time employees apply, the position will be filled with a qualified part time employee who has applied. If no qualified part time employees apply, the County may fill the position from any source.

**Section 6.1.4:** A non-competitive or labor class employee promoted to a higher classification shall serve a six-month probationary period, during which time he may be returned to his former position without recourse to the grievance procedure.

**Section 6.1.5:** Copies of all notices of examinations and announcements of job vacancies shall be sent to the Unit President.

## **SECTION 6.2 TRAINING ASSIGNMENTS**

**Section 6.2.1:** For the purpose of this Contract, employees selected by the Sheriff to participate in any training program, whether or not such training program takes them away from their regular job assignment, shall be considered to be on a job assignment.

**Section 6.2.2:** When any training program is made available for employees to participate, a notice of such available training program must be posted on all bulletin boards for no less than seven (7) calendar days except in cases of emergency, so that all interested employees may have an opportunity to bid on such assignment. Upon making the selections, the Sheriff shall, within two (2) work days of the selection, post a notice of those employees who were selected and notice shall remain posted for a period of seven (7) calendar days.

## **SECTION 6.3 OUT-OF-TITLE WORK**

**Section 6.3.1:** Temporary vacancies in higher classifications shall be filled by assigning the most qualified employee in the unit where the vacancy occurred. Any employee so assigned shall be paid in accordance with Section 15.2.1 if this Contract for all time worked that equals or exceeds one regular workday.

## **SECTION 6.4 LAYOFF IN THE COMPETITIVE CLASS**

**Section 6.4.1:** It is understood and agreed that in a event the Employer plans to layoff employees in this bargaining unit for any reason, the Employer will notify the Union in writing of its plans at least one month prior to the date that such action is proposed to commence. Upon notification to the Union of such impending plans, a meeting shall be arranged between the parties within five (5) calendar days of such notification to review the anticipated lay off and the effect it will have on employees within the bargaining unit.

**Section 6.4.2:** If, after the implementation of 6.4.1, the Employer establishes that a layoff still is necessary, the following procedure shall be followed for competitive class employees:

A. Before any permanent competitive class incumbent in any classification is laid off within a department, all temporary, part time, provisional and probationary employees in that classification in which the layoff is to occur shall first be laid off in that order.

B. Where there is a layoff in a specific classification and no temporary, provisional or probationary employees are involved, the employee with the lowest seniority who is in the classification within that department shall be laid off in that order.

C. If the laid off competitive class employee has previously held a position on a permanent basis, he may bump an employee in that department with the least seniority who is in the classification, who will be laid off.

D. The laid off employee will be placed on a preferred eligible list for competitive class employees.

E. Layoff in a lieu of bump. In the event of a layoff, the employee may not wish to bump into another job held by an employee. In such event, he will be entitled to be processed as a layoff and placed on the preferred eligible list or on the recall list.

**Section 6.4.4:** The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing said error to the county's attention.

## **SECTION 6.6 RECALL PROCEDURE**

**Section 6.6.1:** Whenever a vacancy occurs in a title within the County, employees who are on layoff in that title shall be recalled in accordance with their seniority in the reverse order in which they were laid off. If a vacancy occurs in a title where no employee in that title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he has the ability to do the work, and if not, the next senior employee will be recalled.

**Section 6.6.2:** Part time employees shall be recalled following the recall of all permanent. Probationary and provisional employees who were laid off from the classification in which the recall of employees is to occur in accordance with this Section.

**Section 6.6.3:** Recall employees for all employees except competitive and non-competitive employees shall expire two (2) years from the date of the last layoff. Competitive and non-competitive class employees shall be provided recall rights in accordance with the classified rules of the Civil Service.

**Section 6.6.4:** With regard to any error in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to the County's attention to the date the County notifies the employee to return to work.

## **SECTION 6.7 TRANSFERS AND REASSIGNMENTS**

**Section 6.7.1:** Employees who desire to transfer to other units within the Sheriff's Department, or other work assignments in the same classification, must submit a written request for such transfer or reassignment to the Sheriff. The Sheriff's decision on such transfer or reassignment shall be final.

## **ARTICLE 7**

### **WORK HOURS AND SCHEDULES**

#### **SECTION 7.1 REGULAR WORK HOURS**

**Section 7.1.1:** The regular hours of work each day shall be consecutive, which shall include lunch periods.

**Section 7.1.2:** Any employee who is scheduled to report for work and who reports for work shall be assigned work.

**Section 7.1.3:** The work schedule shall be as follows:

1. Juvenile Officer, Criminal Investigator, and Major, County Office Building, County Court: Monday through Friday eight (8) hours per shift.
2. Deputy Sheriff, Lieutenant, Sergeant: Four (4) consecutive eight and one-half (8 ½) hour shifts.

The normal work shifts for Road Patrol are:

1<sup>st</sup> shift - 7:30 a.m. to 4:00 p.m.

2<sup>nd</sup> shift - 3:30 p.m. to Midnight

3<sup>rd</sup> shift - 11:30 p.m. to 8:00 a.m.

### **SECTION 7.3 WORK SCHEDULES**

**Section 7.3.1:** Work schedules showing all employee's work shift and work days shall be maintained by the Sheriff's Department and posted on appropriate bulletin boards at all times.

**Section 7.3.2:** An employee's work shift may not be changed for the sole purpose of avoiding the payment of overtime.

**Section 7.3.3:** Except as is specifically set forth in this Agreement, the basic work week and work scheduling that will be in force as of the effective date of this Agreement shall not be changed unless proposed changes are first discussed with the Union prior to implementation. Work schedules will be posted ten (10) calendar days prior to their effective date.

**Section 7.3.4:** When a vacancy occurs in a classification, current employees in that classification shall be allowed to choose shifts, according to seniority in the classification before the vacancy is filled.

**Section 7.3.5:** Employees are required to participate in timekeeping activities as required by the department head.

### **SECTION 7.4 SUBSTITUTIONS**

**Section 7.4.1:** The practice of substitution where one employee voluntarily works for another shall be permitted, provided that such substitution does not impose additional cost to the department, is within rank only (except that Lieutenants and Sergeants may substitute), the Sheriff or his designee is notified in advance, and the request is approved. The Sheriff shall not be held responsible for enforcing any agreement made between employees. Employees who participate in a substitution agreement shall be subject to the same reporting rules and requirements as apply to their normal work schedule. In addition, employees who fail to report as agreed will have their leave time reduced by the number of hours the employee agreed to work.

## **SECTION 7.5 LUNCH PERIODS**

**Section 7.5.1:** All employees shall be entitled to a reasonable meal period not to exceed one half hour, which is on duty time. Employees will respond to any emergency conditions during such periods.

## **ARTICLE 8**

### **OVERTIME, PREMIUM PAY AND CALL OUT TIME**

#### **SECTION 8.1 OVERTIME DISTRIBUTIONS**

**Section 8.1.1:** Overtime work shall be offered as equally as possible to all employees in the same job classification within the same unit or activity that have indicated a desire to be notified of such overtime.

To accomplish this, an overtime log shall be prepared for each classification as follows:

| <u><b>CLASSIFICATION</b></u> | <u><b>TITLES</b></u>  |
|------------------------------|---|
| Road Patrol                  | Deputy Sheriff<br>Lieutenant – Road Patrol<br>Major<br>Sergeant |
| Investigation                | Criminal Investigators  |

This log shall contain the names of all eligible employees in order of seniority and shall be prominently posted.

**Section 8.1.2: Scheduled Overtime** - At the beginning of each month, a log is started and each employee starts with zero overtime. As overtime is posted, it is offered to the most senior employee first. If that person does not sign up, then it is offered to the next most senior employee until the shift is filled.

After they have worked, this is entered into the log. When the next overtime is posted, it is offered to the most senior employee with the least amount of overtime for that month until the schedule is complete.

#### **Section 8.1.3: Deleted**

#### **Section 8.1.4: Unscheduled Overtime**

When overtime becomes available, it will be offered to the next person on the list. This offer will be recorded by placing a check mark after the employee's name regardless of whether or not the offer is accepted. The same process will be applied to successive names on the list until the overtime need has been met.

**Section 8.1.5:** In the event overtime exists after all employees on the overtime list have been canvassed and it becomes necessary to order people to work, the least senior employee shall be chosen first, with the most senior employee being ordered last.



## **SECTION 8.2 OVERTIME PAY**

**Section 8.2.1:** Time and one half rate of pay shall be paid for all work performed by all employees in excess of their regular work day or regular work week schedule except for training as provided in Section 8.2.3.

**Section 8.2.2:** Any employee required to work four (4) hours of overtime following his regular full work day shall be granted a lunch period as noted in Section 7.5.1 with pay at the overtime rate for the purpose of eating and an additional lunch period with pay for each subsequent four (4) hour overtime to be followed by additional overtime.

**Section 8.2.3:** All in-service training scheduled by the Sheriff after or prior to an employee's regular work shift, shall be considered as overtime, and shall be paid for at the appropriate rate of pay, except that an employee may be required to take training in four hour blocks per day periods to a maximum of 24 hours per year at the rate of straight time. Employees required to attend week long training will receive their normal work week salary for the training and will have the weekends off whenever possible.

**Section 8.2.4:** Time during which an employee is absent from work because of paid leave benefits, annual leave, holidays, sick leave, compensatory time off, or other paid leave benefits shall be considered as time worked for the purpose of computing overtime.

**Section 8.2.5:** Shift differential pay and longevity service pay shall be considered as part of an employee's rate of pay from which overtime premium pay is to be calculated.

**Section 8.2.6:** All overtime work shall be paid and such payment shall occur no later than the next payroll check. Compensatory time may be considered a manner of payment in lieu of overtime pay only at the option of the employee, authorization for which must be made in writing and signed by the employer with a maximum accumulation of forty (40) hours.

## **SECTION 8.3 COURT TIME**

**Section 8.3.1:** Employees who are required to appear in any court or other regulatory or administrative agency in connection with their assigned duties at any time other than during their regular schedule work shift shall be paid a minimum of three (3) hours pay at their regular rate of pay and at the appropriate overtime rate for each hours of fraction thereof in excess of three (3) hours, including travel time from work location.

**Section 8.3.2:** Employees subject to court duty shall be compensated for their use of their personal automobiles at the rate of that which is generally available to County employees for all miles driven both from and returning to the employee's official Orleans County residence.

## **SECTION 8.4 CALL OUT TIME**

**Section 8.4.1:** Employees called out for emergency duty in addition to or outside of their regular work shift shall be paid the appropriate overtime rate of pay for all hours worked which in no case shall be less than four (4) hours of straight time pay. Employees may be asked to work for the entire four (4) hour period. Investigators who are designated as "on call" on their regularly scheduled days off shall be guaranteed a minimum of one-half (1/2) hour of overtime for each such day.

**Section 8.4.2:** An honor guard may be established at the discretion of the Sheriff. The honor guard shall be appointed from a list of volunteers posted in the department. The Sheriff may appoint such honor guard without regard to Section 8.2 and 8.4.1. Time served on the honor guard shall be without compensation.

## **ARTICLE 9 HOLIDAYS**

### **SECTION 9.1 RECOGNIZED AND OBSERVED HOLIDAYS**

**Section 9.1.1:** The following days shall be recognized and observed as paid holidays:

|                    |                  |
|--------------------|------------------|
| New Year's Day     | Labor Day        |
| Lincoln's Birthday | Columbus Day     |
| President's Day    | Election Day     |
| Memorial Day       | Veteran's Day    |
| Independence Day   | Thanksgiving Day |
|                    | Christmas Day    |

All employees shall be compensated at their normal rate, based upon an 8.5 hour day for the first ten (10) holidays in a lump sum to be paid by separate check the last day in November. Payment for Christmas Day holiday shall be made on the last payday in December, and shall also be based upon an 8.5 hour day.

**Section 9.1.2** Employees whose regular schedule coincides with "normal hours of operation" (e.g. Monday through Friday) will have the option of having the day off with pay. Such employees shall not lose any other leave credits for such holidays, nor shall they receive holiday pay under Section 9.1.1. Employees must choose whether to exercise this option once per calendar year and the choice must apply to all holidays in the calendar year. Employees whose regular schedule coincides with "normal hours of operation" for only a portion of the year may exercise this option only while working "normal hours operation".

**Section 9.1.3** Employees hired on or after 1/1/2000 will become eligible for holiday as follows:

- After one full year of employment – 6 holidays
- After two full years of employment – 9 holidays
- After three full years of employment – all holidays

## **ARTICLE 10 ANNUAL LEAVE**

**Section 10.1:** All regular full time employees who have been continuously employed by and continuously receiving compensation from the County as employer, shall be entitled to annual leave with pay earned on an annual basis from the anniversary date in accordance with the following schedule:

| <u>After</u> | <u>Days of Annual Leave</u><br>(based on an 8 ½ hour day) |
|--------------|---|
| 1 year       | 13  |
| 2 years      | 15  |
| 3 years      | 17  |

After three (3) years, employees shall receive one additional day of annual leave for each year of service up to a maximum of thirty (30) days.

**Section 10.2:** The rate of pay for annual leave shall be the employees' regular straight time hourly rate of pay in effect at the time the leave is taken including any shift differential.

**Section 10.3:** The use of annual leave must be approved by the department head in advance of the leave as follows:

**One Day Leaves:** All request for the use of one day or less of annual leave shall be granted provided that 48 hours advance notice is given and provided the request does not interfere with the safe and secure operation of the department. The employees' right to the use of annual leave under this Section shall be limited to five times per calendar year. In cases of emergency, the 48 hour requirement may be waived by the Sheriff.

**Leave Based on Seniority:** Annual leave schedule will be posted in each operating unit by January 15<sup>th</sup> of each year. Employees should make their selection no later than April 1. All employees will be required to take one period in a block of at least one work week and any employee entitled to 16 days of annual leave shall take two such blocks.

If circumstances require the employer to limit the number on leave at the same time, the employee with the greatest seniority shall be given first choice. After April 1<sup>st</sup>, scheduling of annual leave will be on a first come first serve basis.

**Other Use of Annual Leave:** Employees may divide their leave into segments not less than one hour in length. Request for leave other than that specified above will be answered within three business days of the date the request is received. All such requests shall be submitted at least five (5) business days in advance of the date requested. Request and response shall be in writing.

Whenever possible, the employer's request for annual leave use shall be granted, but the final right to determine the time the leave is used is expressly reserved to the employer.

**Section 10.4:** Annual leave (not to exceed eight (8) days) which remains unused on an employee's anniversary date shall be automatically carried over and added to the next year's annual leave.

**Section 10.4.1:** Employees will be allowed to "cash in" up to five (5) days of their annual leave. Payment for these annual leave days will be at straight time and shall not count as hours worked for any purpose.

**Section 10.5:** If an employee is required to work during previously scheduled annual leave because of an emergency, he will be paid overtime for the hours worked in segments no less than one day. The employee will be permitted to reschedule the leave to another date of his choosing, subject to annual leave rules.

**Section 10.6:** Any employee who is laid off, resigns, or retires shall receive payment for earned annual leave if the employee gives ten (10) working days notice to the Department Head of their resignation and they work at least (10) days following such written notice. All earned annual leave shall be paid to an employee's estate upon his/her death. An employee discharged by the County is not eligible for payment of annual leave at that time of such discharge.

## **ARTICLE 11**

### **PAID LEAVE OF ABSENCE**

**SECTION 11.1 BEREAVEMENT LEAVE** When a death occurs in the employee's family, the employee shall be entitled to time off with pay in accordance with the following schedule:

| <u><b>5 WORK DAYS</b></u>                  | <u><b>3 WORK DAYS</b></u> | <u><b>1 WORK DAY</b></u> |
|--|---------------------------|--------------------------|
| Parent/Step parent                         | Sister or Brother         | Brother or Sister-in-law |
| Spouse                                     | Grandparent               | Aunt or Uncle            |
| Child/Step child                           | Grandchild                |                          |
| Foster child/legal                         | Son or daughter-in-law    |                          |
| Guardian                                   | Parent-in-law             |                          |
| Relative member of<br>employee's household |                           |                          |

Employees shall be given consecutive workdays off starting with the first day following death. The employee may, upon written request, save one of the days granted to attend services when such services are observed at a later date.

Any such leave may be extended up to five workdays (without pay) at the discretion of the department head. Notification should be given as soon as possible.

## **SECTION 11.2: PERSONAL LEAVE OF ABSENCE**

**Section 11.2a:** Upon presenting proof to an employee's immediate supervisor of the necessity for the employee to serve jury duty or to attend court for other than personal matters, leave of absence with pay shall be granted to all employees. Any stipend or fee, except for mileage, the employee receives for serving on Jury Duty will be turned over to the County Treasurer.

**Section 11.2b:** If an employee is selected as a juror, and is turn dismissed for the day after reporting, that employee must report for the second half of his work shift if scheduled to work days.

**Section 11.2c:** When an employee is assigned to the second shift on that day he performs jury duty, he is to be excused with pay for second shift assignment on that day.

**Section 11.2d:** When an employee is scheduled to work the third shift on the day he is to report for jury duty, such employee is to be excused with pay for such third shift.

## **ARTICLE 12 SICK LEAVE**

### **SECTION 12.1 ALLOWENCE AND ELIGIBILITY**

**Section 12.1.1:** Accumulated sick leave may be taken for the employee's personal illness or for medical examination or treatment, which cannot be scheduled outside of working hours. Such leave may also be taken if the employee is quarantined by order of Public Health authorities.

**Section 12.1.2:** Each full time regular employee, after one (1) complete month of employment, shall earn one and one quarter (1 ¼) days per month of said sick leave for each month in which the employee works or is fully compensated, except employees hired after 1/1/89 shall earn one (1) day per month (based on an 8 ½ hour day). Such leave may be accumulated to a maximum of one hundred eighty (180) days for illness and unlimited accumulation for medical insurance upon retirement buy back.

Any employee, who during his employment with the County accumulates more than one hundred eighty (180) days of sick leave and who subsequently drops below (180) days of accumulation, will not lose any days over 180 days of accumulation for purposes of Medical Insurance upon retirement buy back.

**Section 12.1.3:** It is understood and agreed that an employee will not be required to produce any physician's certification of illness as a condition of payment of sick leave prior to returning to duty except if such employee is absent from work as the result of

such illness for a period of three days or more, except when an employee has had 5 incidents of absences in any 12 month period and after having been counseled, documentation may be required before absences are charged to sick leave.

**Section 12.1.4:** In cases when an employee is absent two or less consecutive work days and exhibits a pattern of excessive absenteeism, a physician's statement may be requested by the sheriff for any such absence.

**Section 12.1.5:** In the event the Employer has good reason to believe that an employee is no longer physically able to continue in his regular duties, the Employer may require a full physical examination by a physician elected by the Employer and at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over physical fitness of an employee to continue in his job duties, then a third physician, mutually agreed upon and selected by the two physicians, shall make the final determination. The full cost of the service of the third physician shall be borne by the Employer.

**Section 12.1.6:** It is understood and agreed that under no circumstances will the deduction of sick leave credits be applied to absences of employees brought about as the result of illness or injuries sustained by employees within the scope of employment on or off duty, and that all such absences will be fully paid.

#### **SECTION 12.2 EXTENDED SICK LEAVE AT HALF PAY**

**Section 12.2.1:** When an employee's accumulated sick leave has been exhausted due to non-service disability or illness, the Employer may, upon request of the employee and with the approval of the County Legislature and Sheriff, grant such extended sick leave at the rate of one half pay for periods of thirty (30) days. Before granting any such request for extended half pay sick leave, the County Legislature may request a doctor's statement and/or physical examination and report by a physician designated by the County.

### **ARTICLE 13**

#### **IN AND NON-SERVICE CONNECTED DISABILITY**

##### **SECTION 13.1 SERVICE CONNECTED ILLNESS AND DISABILITY- WORKMENS' COMPENSATION**

**Section 13.1.1:** All employees covered by this Contract shall continue to receive coverage under Workmens' Compensation and General Municipal Law S207(c).

##### **SECTION 13.2 NON-SERVICE CONNECTED ILLNESS AND DISABILITY-NYS DISABILITY BENEFITS**

**Section 13.2.1:** The employer will provide New York State Disability benefits for off-the-job injury and sickness to each employee equal to 180 of benefit coverage less

the number of sick days available to the employee. For example, if an employee has a non work related disability and has accrued 90 days of sick leave, the employee would then be entitled to 90 days sick leave and 90 days disability benefits.

## **ARTICLE 14**

### **UNPAID LEAVE OF ABSENCE**

#### **SECTION 14.1 ELIGIBILITY, PURPOSE AND APPLICATION**

**Section 14.1.1:** Employees shall be eligible for leave of absence without pay after their completion of at least one year of employment

**Section 14.1.2:** Any request for a leave of absence without pay must be submitted in writing by the employee to the Sheriff stating the reason for a leave of absence and the period of time desired. The Sheriff shall forward such requests together with recommendations to the Legislature. All replies for leave of absence requests shall be in writing and be made within (10) workdays of the date of the next regularly scheduled Legislative meeting.

**Section 14.1.3:** Employees granted a leave of absence without pay shall continue to accrue seniority while on such leave, provided that such leave was not for the purpose of being employed by an employer in private business, except as may otherwise be provided elsewhere in his contract. Upon completion of any authorized leave of absence, such employee shall be returned to the position they held at the time the leave of absence was requested.

## **ARTICLE 15**

### **SALARIES, WAGES AND OTHER EMOLUMENTS**

#### **SECTION 15.1 SALARY AND WAGE SCHEDULE**

**Section 15.1.1:** Effective January 1, 2000 the salary schedule for all grades and steps will remain the same and eligible employees will receive an increment.

**Section 15.1.2:** On or about July 1, 2000 all bargaining unit members shall receive a one time, lump sum payment of \$350.

**Section 15.1.3:** Effective January 1, 2001 the salary schedule for all grades and steps will remain the same and eligible employees will receive the increment.

**Section 15.1.4:** Effective January 1, 2002 the salary schedule for all grades and steps will be increased by three (3%) and eligible employees will receive an increment.

**Section 15.1.5:** Employees hired prior to July 1<sup>st</sup> of the previous year shall be eligible for an increment unless they are at the top of their grade.

## **SECTION 15.2 PROMOTION**

**Section 15.2.1:** When an employee is promoted to a position having a higher rate of pay, and the rate of pay of his previous classification is below the minimum rate for the higher classification on the effective date of such promotion, his base rate of pay will be increased to the minimum rate for the higher paying classification. However, should the base rate of pay of the employee's previous classification fall within the pay range of the higher classification, the employee shall be paid his previous base plus 5% and slotted on the appropriate step in the higher classification.

## **SECTION 15.3 DEMOTION**

**Section 15.3.1:** In cases where an employee is demoted from a higher classification to a position in a lower paying classification, the employee shall be paid in accordance with the appropriate step and grade based upon the employee's anniversary date. When such demotion results in placement of employee between pay steps, his/her salary shall be properly adjusted when the employee is eligible for the next earned increment, except that in any event that the employee shall receive a rate of pay equal to that which he/she would be receiving had he/she not been promoted.

## **SECTION 15.4 PAY DAYS**

**Section 15.4.1:** Employees will be paid on the same day every other week. Each employee must maintain a direct deposit account in which the County will deposit the employee's wages. Payroll checks will be used only in emergency situations and only for short durations.

**Section 15.4.2:** Effective 1/1/97, employees will be paid for actual hours worked or leave time used.

## **SECTION 15.5 SHIFT DIFFERENTIAL PAY**

**Section 15.5.1:** Effective January 1, 1992, employees assigned to the second or third shift will be paid thirty-five (35) cents per hour in addition to their regular rate of pay. Such payment shall be included in the employee's regular paycheck as part of his regular pay.

## **SECTION 15.6 LONGEVITY**

**Section 15.6.1:** All employees with 15, 20 or 25 continuous years of service as of their anniversary date, will have longevity as follows to their salary:

| <u>Years of Service</u> | <u>Amount Added</u> |
|-------------------------|---------------------|
| 15                      | \$325               |
| 20                      | \$650               |
| 25                      | \$975               |



## **ARTICLE 16 SPECIAL EMOLUMENTS**

### **SECTION 16.1 TRAVEL**

When an employee is authorized to attend an out-of-county conference, meeting, or other activity they shall be entitled to reimbursement for meals without receipt provided the meal cost is not included in any registration fee or other fee paid by the county.

The amount of reimbursement will be based on the amount of time the employee is away from the county as follows:

| <u>Qualifier</u>  | <u>Employee is away for at least</u>          |
|-------------------|---|
| <u>Rate</u>       | <u>four hours including the hours between</u> |
| 7 a.m. to 8a.m.   | Breakfast \$4.00                              |
| 12 noon to 1 p.m. | Lunch \$6.00                                  |
| 6 p.m. to 7p.m.   | Dinner \$15.00                                |

Notwithstanding the above section, any employee who is away for at least 11 hours shall receive \$22 meal allowance. An employee who is away for more than four and fewer than eleven hours between the hours of 7:00 pm and 7:00 am shall receive the reimbursement allocated for lunch under this section.

An employee shall be compensated for authorized mileage traveled in his own vehicle on county business at the rate that is generally made available to county employees.

### **SECTION 16.2 UNIFORMS AND EQUIPMENT**

**Section 16.2.1:** All uniformed employees shall be provided with the following clothing and equipment

#### **CRIMINAL DEPUTIES**

- 3 short sleeve shirts
- 3 long sleeve shirts
- 4 pants (wash and wear)
- 1 jacket with liner
- 1 garrison belt
- 1 hat
- 2 ties
- 1 baton
- 1 pistol holster
- 1 set handcuffs
- 1 pistol belt w/clip holder
- 1 handcuff case
- 1 flack vest
- 3 badges (to include jacket and wallet badge)
- Collar brass

#### **CID**

- 1 handgun
- 1 pistol holster
- \$225 clothing allowance
- wallet

**Section 16.2.2:** All deputies, investigators shall be paid annually a clothing maintenance and cleaning allowance of three hundred sixty five (\$365.00) dollars, to be paid the first the first pay period in December of each year. Payment shall be prorated from their anniversary date for new employees.

**Section 16.2.3:** All employees issued firearms will be supplied ammunition for use at firing ranges sufficient to provide for at least one usage each six (6) months.

**Section 16.2.4:** The employer will assume the cost of maintaining any and all weapons assigned to employees. The employees will be responsible for the proper care of such weapons.

## **ARTICLE 17 CLASSIFICATION CHANGES**

**Section 17.1:** It is intention of the parties that the basic structure of each job title and classification will be adhered to by the department; however, while it is understood under the maintenance of job classification and specifications for such jobs is the function and responsibility of the Employer, under no circumstances may any new job classification be added to the list of job titles within the bargaining unit, or changes be made in the specifications for any existing position, until such changes have been discussed with the Union, including consideration of any proposed new salary of wage structure.

Upon consultation with the Union, the Employer may designate the new job classification and rate structure or new or changed specifications for the position; however, should the Union not agree that the salary or wage rates for the position are proper, it shall have the right to process the matter as a grievance under the arbitration procedure of this Contract.

## **ARTICLE 18 HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS**

**Section 18.1.1:** The County will provide fully paid medical coverage for full time employees with three years under one of two HMO's selected by the employee as described below:

- A. **Community Blue I** (\$5, \$10 office visit), \$0 Inpatient co-payment, Riders for Inpatient Treatment of Alcoholism and Substance Abuse, Mental Health, Skilled Nursing Facility, and Dependent Student Rider 23/23, HMO Prescription Drug Rider including oral contraceptives \$5 co-payment. The advantage Option shall also be made available to employees who wish to participate in that program. Employees may elect the Advantage Option during the transfer period, which shall be

the month of December each year unless a different month is jointly agreed to by the parties of this Agreement.

**B. Blue Choice** Extended with \$5 Drug Rider and \$10 Contraceptive Rider. Employees may elect one of two other HMO's as listed below. However, the County shall only be responsible to pay an amount toward the cost of the premium equal to, but not greater than, the higher amount of the two HMO's as described above. (A or B)

**C. Independent Health** As currently provided.

**D. Preferred Care** As currently provided.

**Section 18.1.2:** The County will continue to provide fully-paid health insurance coverage through the medical indemnity plan described herein for those employees who are not able to move to an HMO due to extenuating circumstances, such as being under court order, to provide medical insurance coverage to dependents outside the area.

The indemnity plan should be: Blue Cross/Blue Shield of Western New York; Standard Hospital 42/43 with Hospital Riders Dependent to age 23 (R-8), Hospital Cosmetic Surgery (R-45), Pre Care Plus (R-46), Out of Area Hospital Benefit (R-48), Medical Contract Select 60/61 with Medical Riders, Dependents to age 23 (R-8), Psychiatric Care (R-21), Cosmetic Surgery (R-45), Out of Area Medical Benefit (R-48), BCMM-7 Rider FF \$100 deductible with BCMM-7 Rider 8 \$100 deductible and Rx Rider G \$5.00 Co-pay and Rx Rider 8 \$5.00 Co-pay.

**Section 18.1.3:** Employees who desire to continue with the indemnity plan described in 18.1.2 above may do so by paying the difference between the premium for Community Blue I or Blue Choice, extended as described in 18.1.1 above, whichever premium is greater, and the indemnity plan premium. Such payment can be made through payroll deduction. Employees may elect to have such deductions done on a pretax basis pursuant to Section 18.6.

**Section 18.1.4:** Employees may change their health insurance option each year during the month of December, unless another period is jointly agreed upon by the parties.

**Section 18.2:** Full time employees may change their health insurance option each year for single coverage until they have completed 26 weeks of employment when they become eligible for family coverage. These employees must pay 15% of the cost of the medical coverage they receive until they have completed three (3) years of service.

**Section 18.3:** It shall be the employee's responsibility to initiate membership in the plan in the Personnel Office. For the employee beginning County service on or after

January 1, 1981, the Blue Shield plan currently in existence will not be offered if the employee is covered by another comparable plan.

The County may, upon five (5) days notice to the union, require all employees who are receiving health insurance coverage to complete a health insurance questionnaire. Employees may also be required to complete this questionnaire whenever there is a change in the employee's family status.

#### **SECTION 18.4 MEDICAL COVERAGE**

**Section 18.4.1:** Employees of the County who have completed ten (10) years of continuous service and who are fifty-five (55) years of age or older immediately preceding date of retirement, or who retire under the 20 or 25 year early retirement plan, will receive one (1) month of fully-paid medical coverage for every four (4) days of accumulated sick leave, which is in the employee's sick leave bank upon retirement. The Medical Plan offered to County paid medical eligible retirees who retire will be the same as the plan in which the retiree was enrolled while an employee pursuant to Section 18.1.1 and 18.1.2. Retirees, who are over age 65 and Medicare eligible, shall be entitled to the same plan coverage that they were enrolled in at the time of retirement to the extent allowed by the plan.

**Section 18.5:** Employees who are not eligible for County paid medical insurance coverage may participate, through payroll deduction, in the County health insurance plan at the employees own expense.

**Section 18.6:** The County agrees to continue an Internal Revenue Service Section 125 Plan, also known as a Flexible spending Account.

**Section 18.7:** (HMO) Employees and retirees eligible for coverage may choose coverage from one of the HMO's authorized by the County. The County's contribution to the cost of the HMO chosen by the employee will not exceed the cost of the Medical Plan that the employee is eligible for. The employee will be responsible for any additional cost.

- **Section 18.8:** The employer shall provide to the employees the GHI New Type M-1 Plan Insurance for Dental Bills-No Deductible Individual Plan without prosthetics at a monthly rate of \$3.67 per individual.

#### **SECTION 18.9 TERMINATION COVERAGE**

**Section 18.9.1:** All health insurance coverage provided by the Employer will terminate upon the absence from the active payroll for thirty (30) days or more for any reason other than an absence because of illness or other disability, except as may otherwise be provided by this Contract. In any case of illness or other disability not incurred as an in-service disability, coverage will be continued for up to the maximum period of extended sick leave or for sick leaves of absence.

**Section 18.10.1** For the term of this agreement employees who have not utilized county paid medical insurance will be eligible to receive an annual stipend based upon the type of coverage they are eligible to receive. Employees eligible for single coverage may receive \$500 and those eligible for family coverage may receive \$1000. In order to receive such payment, the employee must provide proof of alternate medical coverage. The payment will be made with the first payroll check in January following any full calendar year during which an employee has not participated in any of the medical plans offered by the County. The provisions of Section 18.6.1 shall apply only during calendar years 2000, 2001 and 2002, with payments made to eligible employees in January 2001, January 2002 and January 2003, after which the provisions will expire.

## **ARTICLE 19 RETIREMENT PLAN**

**Section 19.1:** All employees in the bargaining unit and all new employees, shall continue to be eligible for coverage under the provisions of Section 75 (i) or 89 (a) of the New York State Social Security and Retirement Law, (employee may be limited to a particular plan because of job title or duties) and subdivision J & K of Section 41, subdivision (g) of Section 43 or the Social Security Law Of New York State, and subdivision 4 of Section 243 of the Military Law, the full cost of which shall be borne by the Employer or as may be required by statute.

**Section 19.2:** The County of Orleans will undertake the measures required to implement an early service retirement plan to be effective January 1, 1991. The plan must allow correction officers with 25 years of creditable service to retire without regard to age. Eligible employees must take an irrevocable election to participate prior to December 31, 1991. The early retirement benefit under this plan shall be a pension equal to one fiftieth of final average salary times the years of credited service, not to exceed one half final average salary.

**Section 19.2.3:** The County of Orleans will undertake measures required to implement the benefits of Section 552 (20 year plan) and 553 (additional 1/60ths) of the Retirement and Social Security Law for all eligible members. Such plans shall be in effect no later than January 1, 2001.

## **ARTICLE 20 LIFE INSURANCE AND DEATH BENEFIT**

### **SECTION 20.1 COVERAGE**

**Section 20.1.1:** Life insurance coverage will be in accordance with retirement system provisions and in compliance with State and/or Federal Laws.

## **ARTICLE 21 INDEMNIFICATION**

### **SECTION 21.1 DEFENSE AND INDEMNIFICATION**

**Section 21.1.1** Defense: The County shall pay reasonable and necessary attorney's fees, disbursements and litigation expenses prevailing in the local legal community incurred by the employee in his defense in a criminal proceeding in a state or federal court arising out of any act or omission that has occurred, or allegedly occurred, while the employee was acting, or in good faith, purporting to act, within the scope of his public employment. The employee in such instances shall be entitled to private counsel of his own choice, except that the County Attorney may require that appropriate groups of employees be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding be represented shall arise only upon the complete acquittal of the employee or the dismissal of all criminal charges against the employee. Attorney's fees, disbursements and litigation expenses shall be submitted by the attorney within sixty (60) days after acquittal or dismissal to the County Attorney in the manner and form required by him and shall be reviewed and approved by him prior to payment.

**Section 21.1.2:** The County shall provide for a defense of an employee in any civil action in any state or federal court or administrative agency arising out of any act or omission that occurred, or allegedly occurred, while the employee was acting, or in good faith purporting to act, within the scope of his public employment. This duty to provide for a defense shall not rise if such civil action or proceeding is brought by or on behalf of the County.

The employee shall be entitled to be represented by private counsel when the County Attorney determines, or when a Court of competent jurisdiction determines, that a conflict of interest exists. Reasonable and necessary attorney's fees, disbursements and expenses prevailing in the local legal community, shall be submitted properly each month in a manner and form required by the County Attorney and shall be paid every thirty (30) days during the pendency of the action. The County Attorney may require that appropriate groups of such employees be represented by the same counsel.

**Section 21.1.3:** Disputes under this Article concerning whether the employee was acting, or in good faith purporting to act, within the scope of his public employment shall be resolved by a Court of competent jurisdiction.

### **SECTION 21.2 INDEMNIFICATION**

**Section 21.2.1:** The County of Orleans shall indemnify and save harmless an employee in the amount of any judgement obtained against the employee in any state or federal court or administrative agency or in the amount of any settlement of a claim, provided that he act or omission from which such judgement or settlement arose, occurred while the employee was acting, or in good faith, purporting to act, within the scope of his employment. Any employee represented by private counsel shall cause to be submitted to the County Attorney for his approval, and the approval of the County

Legislature, any proposed settlement which is subject to indemnification by the County. Such approval shall not be unreasonably withheld.

### **SECTION 21.3 ACCOUNTABILITY**

**Section 21.3.1:** The duty to defend or indemnify and save harmless shall be conditioned upon delivery to the County Attorney of the original or a copy of any notice of claim, summons, complaint, process, notice, demand or pleading within five (5) business days after the employee is served with such document and the full cooperation of the employee in the defense of such action or proceeding. The County Attorney's office shall, upon delivery of the aforementioned document, and upon the request of the employee, issue a receipt to the employee. In addition, the employee shall deliver a copy of such documents to the Sheriff's office when the documents are delivered to the County Attorney.

**Section 21.3.2:** An employee involved in any incident may be the subject of litigation must cooperate with the County Attorney's office in all respects. Such employee must respond properly to letters and must appear for interviews, hearings and examinations as requested by the County Attorney's office or its retained counsel.

**Section 21.3.3:** If such employee fails to cooperate without a justifiable excuse, the County shall be relieved of its obligation to defend and indemnify such employees.

**Section 21.3.4:** In the event that such employee is being represented by private council, any such contact with the employee must be made through such private counsel.

**Section 21.3.5:** Upon receipt of any notice of claim and/ or summons and complaint naming the employee as party, the County shall, within (5) business days advise the employee of the existence such documents and provide copies to the employee upon request.

## **ARTICLE 22 GENERAL PROVISIONS**

### **SECTION 22.1 NONDISCRIMINATION**

**Section 22.1.1:** The Employer understands that the provisions of this Contract Shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation.

### **SECTION 22.2 POLITICAL ACTIVITY**

**Section 22.2.1:** Employees covered by this Contract shall have every right to be delegates or representatives of any political party or movement and to take active party in the affairs of such political party or movement, including the nomination or election of candidates for public office, which shall not preclude their own candidacy with the

exception of the office or Sheriff, except when there is no incumbent Sheriff, or as prohibited by law.

### **SECTION 22.3 PARTIALLY DISABLED EMPLOYEES**

**Section 22.3.1:** The Employer agrees to make every effort to place permanently partially disabled employees who have become so as the result of non-service connected illness' on work assignments which they are able to perform in the judgement of the Sheriff.

### **SECTION 22.4 FACILITY MAINTENANCE**

**Section 22.4.1:** It shall be the responsibility of the Employer to provide for the proper cleaning and maintenance of all employees' facilities.

### **SECTION 22.5 PERSONAL DAMAGES**

**Section 22.5.1:** The Employer agrees to replace any article of personal property of an employee that is damaged or destroyed, limited clothing, eye glasses, dentures and time pieces which happened as a result of an incident directly related to such employee's carrying out the duties of his job.

### **SECTION 22.6 PART TIME WORK**

**Section 22.6.1:** The Employer agrees that no employees will be restricted from maintaining part time employment with any other employer whether or not such work is related to police work, except as may be prohibited by State Law and as is provided for under the rules and regulations of the Sheriff.

### **SECTION 22.7 RULES AND REGULATIONS**

**Section 22.7.1:** It is understood and agreed that within ninety (90) calendar days of the implementation date of this contract, the joint labor/management committee shall meet to review and discuss the modification of any of the rules and regulations currently in effect and the implementation of new rules and regulations. All employees shall comply with any existing rules and regulations that are not in conflict with this contract. Any dispute over whether or not any such rule or regulation is reasonable or in conflict with this Agreement shall be subject to the grievance and arbitration procedure.

### **SECTION 22.8 POLYGRAPH TESTS**

**Section 22.8.1:** It is understood and agreed that no employee will be required by the Employer to take a polygraph test.

## **ARTICLE 23**

### **STRIKES AND LOCKOUTS**

#### **SECTION 23.1 NO STRIKE, NO LOCKOUT**

**Section 23.1.1:** It is mutually agreed by the parties that during the term of this Agreement there will be no strikes of any kind sanctioned or caused by the Union, or lockouts of any kind instituted by the Employer.



## **ARTICLE 24 VENDING MACHINES**

**Section 24.1:** Vending machines located in other areas of the Jail or Sheriff's Department shall be responsibility of the County's E.A.P. Committee, and the E.A.P. Committee will receive their proceeds.

## **ARTICLE 25 TOTAL AGREEMENT**

**Section 25.1:** The foregoing Agreement between the parties shall supersede any and all previous personnel rules, regulations, local laws, or resolutions that are in conflict with this Agreement. Amendments mutually agreed upon by the parties in writing and signed by the appropriate authorized representatives of the Employer, Orleans County Deputy Sheriff's Association, and local Union, and which is annexed hereto and designated as an amendment to this Agreement, shall supersede or vary the provisions of this Agreement.

## **ARTICLE 26 SAVINGS CLAUSE**

**Section 26.1** Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately commence negotiations for a substitute to the invalidated Article, Section or portion thereof.

## **ARTICLE 27 STATUTORY PROVISION**

**Section 27.1:** It is understood by and between the parties that any provision of this Contract requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE 28 DURATION**

**Section 28.1:** This agreement shall be effective as of the first day of January 1, 2000 and remain in full force and effect until the 31<sup>st</sup> day of December, 2002.

## **ARTICLE 29 DRUG TESTING**

The parties have agreed in concept to a "reasonable suspicion" drug testing procedure. The parties agree to continue negotiations to finalize language on this procedure.

### **APPENDIX A**


The following is a list of titles covered by Article 1.1 entitled "Recognition".

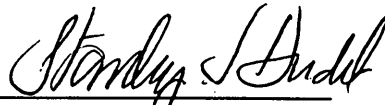
Deputy Sheriff Investigator  
Lieutenant – Road Patrol  
Deputy Sheriff  
Sergeant  
Major

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the 2<sup>nd</sup> day of February, 2000.

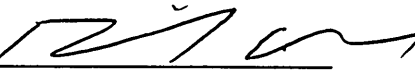
**COUNTY OF ORLEANS**

(SEAL)

by   
Marcia B. Tuohey  
Orleans County Legislature

by   
Stanley J. Dudek  
Chief Administrative Officer

**ORLEANS COUNTY DEPUTY SHERIFF'S ASSOCIATION**

by   
Daniel Culver  
President

**OCDSA Salary Schedule**  
Effective 01/01/2000

| <b>Grade Titles</b>            | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>1 Deputy Sheriff</b>        | 14.12         | 14.55         | 14.98         | 15.41         | 15.84         | 16.26         |
| <b>2 Sergeant</b>              | 14.98         | 15.41         | 15.84         | 16.27         | 16.70         | 17.12         |
| <b>3 Criminal Investigator</b> | 15.83         | 16.26         | 16.69         | 17.12         | 17.55         | 17.99         |
| <b>Juvenile Aid Officer</b>    |               |               |               |               |               |               |
| <b>Road Patrol Lieutenant</b>  |               |               |               |               |               |               |
| <b>4 Major</b>                 | 16.31         | 16.75         | 17.18         | 17.62         | 18.05         | 18.49         |

Effective 01/01/2001

| <b>Grade Titles</b>            | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>1 Deputy Sheriff</b>        | 14.12         | 14.55         | 14.98         | 15.41         | 15.84         | 16.26         |
| <b>2 Sergeant</b>              | 14.98         | 15.41         | 15.84         | 16.27         | 16.70         | 17.12         |
| <b>3 Criminal Investigator</b> | 15.83         | 16.26         | 16.69         | 17.12         | 17.55         | 17.99         |
| <b>Juvenile Aid Officer</b>    |               |               |               |               |               |               |
| <b>Road Patrol Lieutenant</b>  |               |               |               |               |               |               |
| <b>4 Major</b>                 | 16.31         | 16.75         | 17.18         | 17.62         | 18.05         | 18.49         |

Effective 01/01/2002

| <b>Grade Titles</b>            | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>1 Deputy Sheriff</b>        | 14.54         | 14.99         | 15.43         | 15.87         | 16.32         | 16.75         |
| <b>2 Sergeant</b>              | 15.43         | 15.87         | 16.32         | 16.76         | 17.20         | 17.63         |
| <b>3 Criminal Investigator</b> | 16.30         | 16.75         | 17.19         | 17.63         | 18.08         | 18.53         |
| <b>Juvenile Aid Officer</b>    |               |               |               |               |               |               |
| <b>Road Patrol Lieutenant</b>  |               |               |               |               |               |               |
| <b>4 Major</b>                 | 16.80         | 17.25         | 17.70         | 18.15         | 18.59         | 19.04         |

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